

# EXHIBIT 5

**RICARDO SALOM, ET AL vs NATIONSTAR MORTGAGE, LLC., ET AL**  
**Courtney Ehinger on 01/14/2025**

1 UNITED STATES DISTRICT COURT  
2 WESTERN DISTRICT OF WASHINGTON - SEATTLE

3 RICARDO SALOM, CATHERINE )  
4 PALAZZO as assignee for )  
5 Ruben Palazzo, and PETER )  
6 HACKINEN, on their own )  
7 behalf and on behalf of )  
8 other similarly situated )  
9 persons, )

10 PLAINTIFFS, )

11 VS. )

12 NATIONSTAR MORTGAGE, LLC, )  
13 AND )  
14 FEDERAL HOME LOAN )  
15 MORTGAGE ASSOCIATION, on )  
16 its own behalf and on )  
17 behalf of similarly )  
18 situated persons, )

19 DEFENDANTS. )

) CIVIL ACTION NO.:  
) 2:24-CV-00444-BJR

20  
21 ORAL AND VIDEOTAPED DEPOSITION OF  
22 COURTNEY EHINGER  
23 JANUARY 14, 2025

24 ORAL AND VIDEOTAPED DEPOSITION OF COURTNEY

25 EHINGER, produced as a witness at the instance of the  
PLAINTIFFS, and duly sworn, was taken in the  
above-styled and numbered cause on the 14th of January,  
2025 from 9:40 a.m. to 2:36 p.m., before Stefanie  
Andrews, CSR in and for the State of Texas, reported by  
machine shorthand, at the law offices of Troutman Pepper  
Locke, 2200 Ross Ave., Ste. 2800, Dallas, Texas 75201.

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1           A.     So it's driven by whatever the loan status,  
2 the documents and payment history is.

3           Q.     Right. Let me rephrase, so it's clear so  
4 you -- and I was unclear. The note, as modified  
5 potentially from time to time, is -- you can determine  
6 what interest and principal are due on a loan at any  
7 point in time based on what prior payments have been  
8 received, correct?

9           A.     Generally, yes.

10          Q.     All right. And then the expedited delivery  
11 fee that's listed here is \$25?

12          A.     Yes.

13          Q.     That's the fee for -- in response to his  
14 request for a payoff statement and the production of  
15 this payoff statement to Mr. Hackinen; is that right?

16          A.     Yes, because of the manner it was requested to  
17 be delivered.

18          Q.     All right. And this payoff statement and fee  
19 here is consistent if Nationstar always charges \$25 for  
20 this type of fee, and how it was delivered and prepared  
21 for him, correct?

22          A.     Can you rephrase that.

23          Q.     Right. Does Nationstar always charge an  
24 expedited delivery fee for other borrowers who  
25 collect -- who request a fee in the same manner that

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1 Mr. Hackinen did?

2 A. No. Not always.

3 Q. Right. In what instances do they not?

4 A. Well, it would -- whether an expedited fee and  
5 the amounts charged depends on state, the loan type,  
6 could even be lien type, it could be balance amount,  
7 could be client, so it varies.

8 Q. Okay. But all of that information that would  
9 vary the amount of the fee is contained within LSAMs,  
10 correct?

11 MR. LYNCH: I'm going to object to form.

12 But you can answer.

13 A. Can you -- yeah, can you rephrase that? I'm  
14 not sure I understand the question.

15 Q. All of the variance factors, I think that's  
16 how you just described, I understood, to be sort of  
17 variance factors. Do you under -- was that a fair  
18 representation?

19 A. They're different examples of what could  
20 change -- change the fee.

21 Q. Right. So if you said one of the factors  
22 could be what state the property is located in, correct?

23 A. Yes.

24 Q. Like, for example, in the Bloom litigation,  
25 Nationstar stopped charging this fee to borrowers in New

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1 listed in paragraph 11 of Exhibit 1 that you can  
2 identify of the amounts charged by other mortgage  
3 servicers for payoff statements?

4 A. Not that I can think of.

5 Q. During the break, did you think of any other  
6 responses to my earlier question of how Nationstar  
7 determined \$25 was an appropriate fee to charge and  
8 impose to a borrower to obtain a payoff statement?

9 A. No.

10 Q. All right. In paragraph 14, you generally are  
11 testifying there about there's multiple coordination  
12 necessary between various parties and departments and  
13 third parties to prepare payoff statements?

14 A. Yes.

15 Q. Just -- I think we did some of this earlier,  
16 but just to be clear, what are these other parties that  
17 you're testifying about, can you identify any of them?

18 A. Yes. In some instances, a loan may be in  
19 default, so they've had foreclosure proceedings  
20 initiated, they're in the process of foreclosure, so I  
21 would need to go and obtain amounts from attorneys to  
22 get a full up-to-date list of their fees and costs if it  
23 hasn't been billed yet, for example.

24 Q. Anything else besides foreclosure attorneys?

25 A. And similarly, there's property preservation

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1 work as well. Those are just some examples. I don't  
2 know if I can think of every single one, but those are  
3 the common.

4 Q. Right. But Nationstar can't charge Maryland  
5 borrowers property preservation work, right?

6 MR. LYNCH: Object to form.

7 But you can answer.

8 A. Again, I don't know. It's not my department.  
9 I don't have the rules memorized for property  
10 preservation.

11 Q. Are you familiar with the Kemp versus  
12 Nationstar case?

13 A. Yes. As I recall it's inspection. Property  
14 preservation work is different than inspection.

15 Q. Okay. And let me qualify. In your response  
16 earlier, property inspections is different than property  
17 preservation. So I understood it to be synonymous.  
18 You're telling me it was different, I think, just to be  
19 fair?

20 A. That is correct. Inspections is an inspection  
21 and property preservation work is a different type of  
22 work than an inspection.

23 Q. So the property inspectors, property  
24 preservation, the foreclosure attorneys, they all  
25 communicate with Nationstar electronically, correct?

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1 Q. Are you referring to LSAMs in this statement?

2 A. It takes more than just LSAMs to create a  
3 payoff quote. So e-mail systems, fax systems, the  
4 invoice system we talked about that has amounts that  
5 need to be fed, so it's more than just LSAMs.

6 Q. Right. But -- and Nationstar had to create  
7 all those systems to do its regular normal course of  
8 work as a mortgage servicer, correct?

9 A. No. I don't have to fax or e-mail a payoff  
10 quote, I can mail it.

11 Q. Okay. But it had to create LSAMs anyway,  
12 right?

13 A. You need a servicing system for lots of  
14 reasons, so LSAMs.

15 Q. Or some other servicing system they could have  
16 used, right?

17 A. Yeah, there's other servicing systems.

18 Q. And it needed some way to invoice or collect  
19 invoices from its vendors and pay its vendors, correct?

20 A. I need a way to pay. I don't know if I  
21 need -- I guess I could pay it manually and write a  
22 check.

23 Q. But that doesn't make economic sense to have  
24 people writing checks for all these various vendors,  
25 right?

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1 STATE OF TEXAS )

2 I, Stefanie Andrews, Certified Shorthand Reporter  
3 in and for the State of Texas, hereby certify to the  
4 following:

5 That the witness, COURTNEY EHINGER, was duly sworn  
6 by the officer and that the transcript of the oral  
7 deposition is a true record of the testimony given by  
8 the witness;

9 That the time used by counsel for the parties is as  
10 follows:

11 Mr. Phillip R. Robinson - 03 Hours:32 Minutes

12 Mr. John C. Lynch - 00 Hours:00 Minutes

13 Further, I am not a relative or employee of any  
14 attorney of record in this cause, nor am I financially  
15 or otherwise interested in the outcome of the action.

16 CERTIFIED by me on this the 24th day of January,  
17 2025.

18 

19 Stefanie Andrews, Texas CSR 5384  
20 Expiration Date: 4/30/26

21 Huseby Global Litigation  
22 (800) 333-2082 Ext. 10012  
23  
24  
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